

## Exhibit A

Additional Provisions that apply for transactions involving sale of tax stamps for the City and CTA:

### 1. Warranties and Representations

(A) In connection with signing and carrying out this Agreement, the Company:

- (a) warrants that the Company is appropriately licensed under Illinois law to perform the services required under this Agreement and will perform no services for which a professional license is required by law and for which the Company is not appropriately licensed;
- (b) warrants it is financially solvent; it and each of its employees and, to the best of its knowledge, its agents and subcontractors of any tier are competent to perform the services required under this Agreement; and the Company is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- (c) warrants that it will not knowingly use the services of any ineligible contractor or subcontractor for any purpose in the performance of its services under this Agreement;
- (d) warrants that the Company and its subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City ;
- (e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and the Company warrants it can and will perform, or cause to be performed, the services in strict accordance with the provisions and requirements of this Agreement;
- (f) represents that the Company and, to the best of its knowledge, its subcontractors are not in violation of the provisions of ‘ 2-92-320 of the Municipal Code , and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;
- (g) acknowledges that the Company and, to the best of its knowledge after due diligence, its subcontractors understand and will abide by all provisions of Chapter 2-26-010 *et seq.* of the Municipal Code pertaining to the Office of Compliance;
- (h) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination of this Agreement; and

- (i) warrants and represents that neither the Company nor an Affiliate of the Company (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. AAffiliate of the Company@means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with the Company. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

## 2. Ethics

- (a) In addition to the foregoing warranties and representations, the Company warrants:
  - (i) no officer, agent or employee of the City is employed by the Company or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code .
  - (ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any subcontractors to the Company or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.
- (b) the Company further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

## 3. Inspector General

It is the duty of any bidder, proposer or the Company, all subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, the Company, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. The Company understands and will abide by all provisions of Chapter 2-56 of the Municipal Code. All subcontracts must inform subcontractors of the provision and require understanding and compliance with it.

#### 4. Business Relationships with Elected Officials

Pursuant to ‘ 2-156-030(b) of the Municipal Code , it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in ‘ 2-156-080 of the Municipal Code.

Section 2-156-080 defines a “**business relationship**” as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A contractual or other private business dealing@ shall not include any employment relationship of an official=s spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

#### 5. Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, the Company warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, the Company=s or any subcontractor=s violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit the Company=s and its subcontractors= duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Company’s eligibility for future contract awards.

## 6. Prohibition on Certain Contributions

The Company agrees that the Company, any person or entity who directly or indirectly has an ownership or beneficial interest in the Company of more than 7.5 percent (“**Owners**”), spouses and domestic partners of such Owners, the Company=s subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent (**ASub-owners@**) and spouses and domestic partners of such Sub-owners (the Company and all the other preceding classes of persons and entities are together, the **AIdentified Parties@**), shall not make a contribution of any amount to the Mayor of the City of Chicago (**AMayor@**) or to his political fundraising committee (i) after execution of this Agreement by the Company, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between the Company and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

The Company represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Company or the date the Company approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

The Company agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor=s political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor=s political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Company agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order

No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

The Company agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

For purposes of this provision:

ABundle@ means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

AOther Contract” means any other agreement with the City of Chicago to which the Company is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

“Contribution” means a “political contribution” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are ADomestic Partners@ if they satisfy the following criteria:

- (A) they are each other’s sole domestic partner, responsible for each other’s common welfare; and
- (B) neither party is married, as marriage is defined under Illinois law; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
  - 1. The partners have been residing together for at least 12 months.
  - 2. The partners have common or joint ownership of a residence.
  - 3. The partners have at least two of the following arrangements:
    - a. joint ownership of a motor vehicle;
    - b. a joint credit account;
    - c. a joint checking account;
    - d. a lease for a residence identifying both domestic partners as tenants.
  - 4. Each partner identifies the other partner as a primary beneficiary in a will.

“Political fundraising committee” means a “political fundraising committee” as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.”

## 7. Firms Owned or Operated by Individuals with Disabilities

The City encourages the Company to use subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

## 8. EDS

The Company must execute an Economic Disclosure Statement and Affidavit (“**EDS**”) in the form attached to this Agreement as Exhibit\_B. Notwithstanding acceptance by the City of the EDS, the Company’s failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. The Company must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate.

## 9. Insurance Requirements

Company must provide and maintain at Company’s own expense, during the term of the Agreement and time period following expiration if Company is required and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement, and the coverage and coverage amounts must be maintained for each the City of Chicago, and the County of Cook as separate additional insureds.

### A. **INSURANCE TO BE PROVIDED**

#### 1) **Commercial General Liability** *(Primary and Umbrella)*

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability. The City of Chicago and County of Cook are each to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

#### 2) **Professional Liability**

When Title Company professionals including agents/tax collector professionals or any other professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000 . When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services

on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

3) **Blanket Crime**

The Company must provide Blanket Crime coverage covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit must be written to cover losses in the amount of maximum monies collected, received and in the possession of Company at any given time. City and County employees will not be covered under Company coverage.

**B. ADDITIONAL REQUIREMENTS**

Company must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, and to the County of Cook, Recorder of Deeds, Purchasing Dept., 118 N. Clark, Room 230, Chicago, 60602 original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Company must submit evidence of insurance on the City of Chicago Insurance Certificate Form (sample copy attached as Exhibit (D) and the County's Insurance Certificate Form (sample copy attached as Exhibit D(2) or equivalent, prior to execution of Agreement. Standard ACORD 25 certificate forms are acceptable. The receipt of any certificate does not constitute agreement by the Government Parties that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Government Parties to obtain certificates or other insurance evidence from Company is not a waiver by the Government Parties of any requirements for the Company to obtain and maintain the specified coverages. Company must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Company of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and therefore, the City and the County of Cook retain the right to suspend this Agreement until proper evidence of insurance is provided, or terminate the agreement.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Company.

The Company hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, the County of Cook, their employees, elected officials, agents or representatives, except to the extent such subrogation waiver is prohibited and excluded under Company's Professional Liability and Crime coverage.

The coverages and limits furnished by Company in no way limit the Company's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the County of Cook and/or the City of Chicago do not contribute with insurance provided by Company under this Agreement, except to the extent the City or County and their crime underwriters deem it appropriate.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If the Company is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Company must require all Subcontractors to provide the insurance required in this Agreement, or Company may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Title Company unless otherwise specified in this Agreement.

If Company or Subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department and the County of Cook, Risk Management Department maintains the right to modify, delete, alter or change its insurance requirement and shall notify Company and work with Company to meet any changes in requirements.